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ANNEX 2

NATIONAL CANCER INSTITUTE NANOTECHNOLOGY CHARACTERIZATION LABORATORY MATERIAL TRANSFER AGREEMENT

The National Cancer Institute (NCI) Nanotechnology Characterization Laboratory (NCL) has been designed to investigate the use of nanoparticulate material for the advancement of cancer research. This Material Transfer Agreement (MTA) permits the exchange of materials and associated information between NCI and the party defined below as "Provider."

Provider: _____

1. Provider agrees to transfer to NCI the following Research Material:
2. The Research Material and associated information from the Provider will be used only for research purposes by NCI, National Institute of Standards and Technology (NIST), and Food and Drug Administration (FDA) and by NCI's Federally Funded Research and Development Center (FFRDC) contractor and its subcontractors, according to the terms of Article 8 below. This Research Material will not be used for commercial purposes by the aforementioned recipients such as production or sale, for which a commercialization license may be required. NCI agrees to comply with all Federal rules and regulations applicable to the Research Project and the handling of the Research Material. The NCL assumes that the Provider has acquired and secured Provider's Intellectual Property (IP), as appropriate, prior to submitting the Research Material to the NCL for characterization.
 - 2(a). Are Research Materials of human origin? ☐ Yes ☐ No
 - 2(b). If yes in 2(a), were Research Materials collected according to 45 CFR Part 46, "Protection of Human Subjects"?
 - ☐ Yes (Please provide Assurance Number: _____) ☐ No
 - ☐ Not Applicable (Materials not collected from humans)
3. This Research Material will be used solely in connection with the following research project ("Research Project") described as follows and under suitable containment conditions:

See Addendum 1 (NCL Business Plan, Annex 3: "Interaction Between the NCL and Nanotechnology Providers").
4. In all oral presentations or written publications concerning the Research Project, NCI will acknowledge Provider's contribution of this Research Material unless requested otherwise. To the extent permitted by law, NCI agrees to treat in confidence, for a period of three (3) years from the date of its disclosure, any of Provider's written information about this Research Material that is stamped "CONFIDENTIAL," except for information that was previously known to NCI or that is or becomes publicly available or that is disclosed to

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NCI without a confidentiality obligation. Any oral disclosures from Provider to NCI shall be identified as being CONFIDENTIAL by written notice delivered to NCI within thirty (30) days after the date of the oral disclosure. NCI may publish or otherwise publicly disclose the results of the Research Project, but if Provider has given CONFIDENTIAL information to NCI, such public disclosure may be made only after Provider has had thirty (30) days to review the proposed disclosure to determine whether it includes any CONFIDENTIAL information, except when a shortened time period under court order or the Freedom of Information Act pertains.

5. This Research Material represents a significant investment on the part of Provider. Except as provided under Article 8, NCI's investigator therefore agrees to retain control over this Research Material and further agrees not to transfer the Research Material to other people not under her or his direct supervision without advance notification of Provider except as provided under Article 8. When the Research Project is completed, the NCI will archive a sample of the Research Material for future reference. Any remaining Research Material will then be disposed of, if so directed by Provider.
6. This Research Material is provided as a service to the research community. IT IS BEING SUPPLIED TO NCI WITH NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Provider makes no representations that the use of the Research Material will not infringe any patent or proprietary rights of third parties. No indemnification for any loss, claim, damage, or liability is intended or provided by either Party under this Agreement. Each Party shall be liable for any loss, claim, damage, or liability that said Party incurs as a result of said Party's activities under this Agreement, except that NCI, as an agency of the United States, assumes liability only to the extent as provided under the Federal Tort Claims Act (28 USC Chapter 171 Sections 2671-2680).
7. NCI will inform Provider of any such inventions made using the Research Material, and after consultation with Provider, NCI, in consultation with NIST and FDA, will decide whether to file a patent application on any such invention. If NCI files a patent application, the licensing will be handled in accordance with 37 CFR Part 404. Provider shall retain title to any patent or other intellectual property rights in inventions made by its employees.
8. NCI's Nanotechnology Characterization Laboratory is working in collaboration with the FDA and NIST, and is operated in part by NCI's FFRDC, which is subject to a Determination of Exceptional Circumstances (35 USC §202(a)(ii)), under which patent rights in subject inventions made using the Research Materials are assigned to the U.S. Government. NCI's FFRDC is currently operated by SAIC-Frederick, Inc. Accordingly, Provider authorizes NCI to transfer Research Material and information to FDA, NIST and/or its FFRDC, and its subcontractors.
9. Ninety (90) days after providing the data and results developed from the Research Project to the Provider, said data and results will be made publicly available by NCI and at NCI's discretion.
10. Provider agrees not to claim, infer, or imply endorsement by the Government of the United States of America (hereinafter referred to as "Government") of the Research Project, the institution or personnel conducting the Research Project, or any resulting product(s).
11. The undersigned Provider and NCI expressly certify and affirm that the contents of any statements made herein are truthful and accurate.

12. This MTA shall be construed in accordance with Federal law as applied by the Federal courts in the District of Columbia.

Any false or misleading statements made, presented, or submitted to the Government, including any relevant omissions, under this Agreement and during the course of negotiation of this Agreement are subject to all applicable civil and criminal statutes including Federal statutes 31 USC §§3801-3812 (civil liability) and 18 USC §1001 (criminal liability including fine(s) and/or imprisonment).

For NCI:

Date Authorized Signature for NCI and Title

NCI's Official and Mailing Address for correspondence related to this agreement:

Technology Transfer Branch
National Cancer Institute
Fairview Center, Suite 500
1003 West 7th Street
Frederick, MD 21702

For Provider:

Date Provider's Investigator and Title

Date Authorized Signature for Provider and Title

Provider's Official and Mailing Address: